



AGREEMENT

between the

Civil Air Patrol

and

The Salvation Army

relating to

PARTICIPATION IN DISASTER ASSISTANCE

4 December 1987



1. **PURPOSE:** The purpose of this agreement is to define and establish procedures and practices for continued cooperation between The Salvation Army and the Civil Air Patrol in disaster and emergency situations other than those resulting from imminent or actual enemy action.

2. RESPONSIBILITIES:

A. THE SALVATION ARMY: The Salvation Army was first chartered as a New York Corporation on May 12, 1899 (amended July 14, 1982):

"For the spiritual, moral and physical reformation of the working classes; for the reclamation of the vicious, criminal, dissolute and degraded; for the visitation among the poor and lowly and the sick; for the preaching of the Gospel and dissemination of Christian truth by means of open-air and indoor meetings."

The present charter in New York covers services throughout the nation. In pursuit of the purposes named above, and as an extension of that work, The Salvation Army from its inception has responded to emergency needs of every description.

The Salvation Army, in Public Law 93-288, is recognized as a participating agency in the dissemination of disaster relief.

The Salvation Army in the United States is a part of the international Salvation Army which responds to disasters in all parts of the world.

B. CIVIL AIR PATROL: By Act of Incorporation, Sections 201-203, Title 36 United States Code, PI 79476, the Civil Air Patrol (CAP) is chartered to:

1. Provide an organization to encourage and aid American citizens in the contribution of their efforts, services and resources in the development of aviation and in the maintenance of aerospace supremacy.
2. Encourage and develop, by example, the voluntary contribution of private citizens to the public welfare.
3. Provide aviation education and training, especially to its senior and cadet members.
4. Encourage and foster civil aviation in local communities.
5. Provide an organization of private citizens with adequate facilities to assist in meeting local and national emergencies.

3. MISSION LIMITATIONS: Activities conducted pursuant to this agreement are limited as follows:

1. CAP members providing assistance to The Salvation Army must comply with CAP directives.
2. CAP support is provided only "if available" as determined by the local CAP Unit Commander. Air Force directed missions have priority over other missions conducted in support of The Salvation Army.
3. Salvation Army representatives have authorized passenger status aboard CAP aircraft pursuant to a Salvation Army disaster relief mission but only upon the approval of the Salvation Army Divisional Commander and the CAP Wing Commander. Salvation Army representatives must complete a CAP Form 9 prior to the flight.
4. Any party to this agreement may suspend any mission in the event unsafe operational conditions exist.

4. MISSION DEFINITIONS:

1. A disaster is an occurrence such as hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, drought, blizzard, pestilence, famine, fire, explosion, volcanic eruption, building collapse, commercial transportation wreck, or other situation that causes human suffering or creates human needs that the victims cannot alleviate without assistance.

2. **Air Force Reimbursed Mission Activities:** In order to satisfy its noncombatant responsibilities for assisting in national and local emergencies, the Air Force, through its Air Force Rescue Coordination Center (AFRCC) or its Air Force Reserve Numbered Air Forces, requests the assistance of the Civil Air Patrol. Operational control of CAP resources is exercised by the requesting Air Force agency on these occasions. Whenever CAP is supporting the Air Force during a disaster, assistance to The Salvation Army may be directed by the controlling agency as a part of the mission. In this event, while on an Air Force reimbursed mission, reimbursement to CAP will be made by the USAF in accordance with AFR 46-5. No reimbursement will be made by The Salvation Army.

3. **Salvation Army Reimbursed Mission Activities:** The disaster may not be of such a nature or magnitude as to warrant Air Force reimbursed mission authorization to CAP. In such instances, Civil Air Patrol Wing and Unit Commanders are authorized to provide, on a voluntary basis, emergency services to any representative of The Salvation Army duly authorized by the Divisional Commander, who makes application for this service.

5. MISSION COOPERATION:

A. CAP SUPPORT TO SALVATION ARMY: On occasion, The Salvation Army will be required to furnish emergency transportation by air of such medical supplies, materials and Salvation Army representatives as may be necessary in carrying on official Salvation Army work. In addition to air transport, CAP assistance may include:

1. Communications in the form of both equipment and personnel to support Salvation Army relief operations.
2. Ground transport in the form of vehicles and drivers to be used in support of Salvation Army relief operations.
3. Manpower to work as volunteers in Salvation Army shelters, feeding units, supply operations, and so on.

NOTE: Cadets as well as other CAP personnel may be used in any of the above capabilities. The Salvation Army will provide the necessary pre-disaster training and operational supervision in cooperation with local CAP Unit Commanders or their designees.

B. SALVATION ARMY SUPPORT TO CAP: When CAP is engaged in search-and-rescue or disaster operations in remote or devastated areas, the CAP Mission Coordinator may request Salvation Army support in the following areas:

1. Feeding of CAP members engaged in such operations.
2. Use of Salvation Army disaster vehicles where needed and available.
3. Assistance with counseling, guidance and religious services as needed, within the capabilities of both organizations.
4. Other assistance to support Civil Air Patrol actions where emergency disasters occur, within the limits of both organizations.

6. REIMBURSEMENT: When an Air Force reimbursed mission is not authorized for CAP, the Salvation Army unit utilizing CAP services will reimburse CAP or its members for fuel, lubricants, and commercial communications costs expended on missions carried out on request of a duly authorized representative of The Salvation Army.

The Salvation Army unit utilizing the services of CAP will also render payment for aircraft maintenance pursuant to an Air Force schedule, which is attached and incorporated by reference into this agreement. This schedule is updated annually by the Air Force and may be changed from time to time. CAP will furnish The Salvation Army National Headquarters a copy of any change, to become effective upon receipt by The Salvation Army. Not more than sixty days following closing date of the mission, The Salvation Army representative will obtain from the pilot, driver, or Unit Commander a completed CAP Form 108 certifying reimbursement costs, which will be paid by The Salvation Army unit utilizing the services.

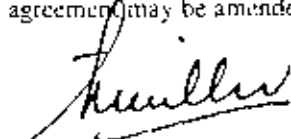
Salvation Army representatives requesting such reimbursable services from the Civil Air Patrol will have prior approval from their Divisional Headquarters before initiating such a request. Upon approval, a complete log will be kept by The Salvation Army representative, and this log will accompany the Civil Air Patrol final request for reimbursement to The Salvation Army unit initiating such action.

Salvation Army representatives requesting or using CAP aircraft service without Air Force mission authorization will forward to The Salvation Army and CAP National Headquarters/DO a report for each aircraft engaged in service. The report will include the following information:


1. Brief statement covering need for this service.
2. Type of aircraft and registration number.
3. Date of utilization.
4. The total hours flown by each aircraft.

5. The Salvation Army will pay to CAP, c/o of CAP National Headquarters/NA, an annual fee to assist in the premium for an aviation liability insurance policy maintained by CAP. The amount of The Salvation Army payment to CAP shall be as agreed each year between the parties and shall be payable by September 1 of each year. The fee for the initial year of this agreement is \$500.

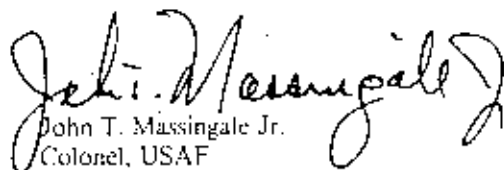
7. EFFECTIVE DATE: This agreement shall be effective from the date it has been executed by representatives of all parties. Any party may terminate this agreement upon presentation of a written notice to the other party. The provisions of this agreement may be amended at any time upon mutual agreement of the parties.



Andrew S. Miller
National Commander
The Salvation Army



E.E. Harwell
Brigadier General, CAP
National Commander
Civil Air Patrol



John T. Massingale Jr.
Colonel, USAF
Executive Director
Civil Air Patrol

Date: 4 December 1987

THE ORGANIZATIONS:

A. THE SALVATION ARMY: The National Commander of The Salvation Army in the United States is located at the National Headquarters, 799 Bloomfield Avenue, Verona, New Jersey 07044. The United States is administratively divided into four areas with a Territorial Headquarters located in each.

There are 38 Divisional Headquarters established under the Territorial Commanders and headed by Divisional Commanders. The divisions roughly correspond with the states, with a division in some instances covering more than one state. The Divisional Headquarters is responsible for organizing, directing and coordinating welfare and emergency functions in its assigned area. At the community level, corps, city commands, centers or service units are established. For disaster purposes, a zone or Area Director is designated by the Divisional Commander to be responsible for all emergency disaster operations in his geographical area.

There are approximately 1,100 corps community centers and more than 9,300 centers and service units throughout the United States.

B. CIVIL AIR PATROL: The Civil Air Patrol has a National Headquarters, CAP, located at Maxwell AFB, Alabama 36112-5572, eight geographical regions and 52 wings, with one wing in each state (and encompassing Puerto Rico and the District of Columbia). The 52 wings are composed of approximately 1,900 squadrons and groups at the local level.

A National Board, which consists of a National Commander, Vice Commander, Executive Director, National Finance Officer, National Legal Officer, eight Regional Commanders and 52 Wing Commanders, governs the organization.

The Executive Director is an Air Force officer with a staff of Air Force personnel at National Headquarters, CAP, at the eight CAP regions and at each CAP wing to advise and assist CAP in performing its mission.